



**ANDREW M. BATEMAN**  
**General Counsel for ORS**

Office of Regulatory Staff  
1401 Main Street  
Suite 900  
Columbia, SC 29201  
(803) 737-0800  
ORS.SC.GOV

November 16, 2020

**VIA ELECTRONIC FILING**

Jocelyn G. Boyd, Esquire  
Chief Clerk & Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

RE: Application of Dominion Energy South Carolina, Incorporated for Adjustment of Rates  
and Charges  
**Docket No: 2020-125-E**

Dear Ms. Boyd:

Please find attached for filing in your office, on behalf of the South Carolina Office of Regulatory Staff, a Motion for Partial Summary Judgment Regarding Proposed Amendments to Section V of DESC's General Terms and Conditions and Motion Exhibit 1.

Sincerely,

*/s/Andrew M. Bateman*

Andrew M. Bateman

cc: All Parties of Record (via electronic mail)  
David Butler, Esquire (via electronic mail)  
C. Jo Anne Wessinger Hill, Esquire (via electronic mail)

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2020-125-E**

IN RE: Application of Dominion Energy South Carolina, Incorporated for Adjustment of Rates and Charges	) ) ) ) ) ) ) )	<b>MOTION FOR PARTIAL          SUMMARY JUDGMENT          REGARDING PROPOSED          AMENDMENTS TO          SECTION V OF DESC'S          GENERAL TERMS AND          CONDITIONS</b>
--	--------------------------------------	--

---

Dominion Energy South Carolina, Inc. ("DESC" or the "Company") filed its Application for an Increase in Rates and Charges on August 14, 2020. The South Carolina Office of Regulatory Staff ("ORS") files this Motion for Partial Summary Judgment pursuant to S.C. Code Regs. § 103-829 and South Carolina Rule of Civil Procedure 56 asserting it is entitled to a ruling as a matter of law that DESC's proposed amendments to Section V of its General Terms and Conditions are unlawful and cannot be approved. (*See* Application, Exhibit B at 65).

The Company requests that the Commission amend Section V entitled "Company's Liability," to substantially modify its potential liability to customers and others, including its potential liability under tort law. DESC provides no explanation in its Application or direct testimony as to why to this modification is necessary. DESC's proposed modifications are unreasonable and shift liability from DESC to the customer to the benefit of the Company. Further, the proposed language seeks to immunize DESC from various types of potential liability.

DESC asks the Commission to adopt a significant expansion of its current limitations of liability without regard to its own negligence in Section V of its General Terms and Conditions. These proposed changes are included in a contract of adhesion that DESC's customers must accept

because they have virtually no options regarding their electricity provider. Additionally, fairness and the application of sound regulatory policy require that DESC's customers not be subject to unique, unprecedented, and onerous terms and conditions to which customers of other state electricity providers are not subject.

The Company's proposed changes to Section V are excerpted below:<sup>1</sup>

## **V. COMPANY'S LIABILITY**

### **A. General**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's ~~premises~~. Premises. The Customer agrees to maintain his, her or its machinery, lines, equipment, apparatus and/or appliances in a safe condition and shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any property damage, business loss or interruption, and/or personal injuries resulting from or which may be in any way caused by the operation and maintenance of the Customer's machinery, lines, equipment, apparatus and/or appliances. The Company will not be responsible for the use, care, or handling of electricity delivered to the Customer after it passes the service point, and shall not be liable for any damages on account of injuries to person or property resulting in any manner from the receiving, use or application by the customer of such electrical energy. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's ~~equipment~~ machinery, lines, equipment, apparatus and/or appliances.

### **B. Weather; Defects**

The Company shall not be in any way responsible or liable for damages to or for injuries sustained by the Customer or others, or to Customer's machinery, lines, equipment, apparatus, appliances, and/or other property where such injury or damage is in any way caused by weather, storm, lightning or by defects in or failure of the machinery, lines, equipment, apparatus, appliances and/or other property.

### **C. Overhead Contact**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the machinery, lines, equipment, apparatus, appliances, and/or other property of the Customer or others, resulting from any work or activity conducted by Customer or Customer's household member, employee, reasonably foreseeable trespasser, invitee, agent, builder, contractor, or subcontractor within ten (10) feet of any of Company's overhead lines. The Customer shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any overhead high voltage contact where the Customer has actual or constructive notice of such work or activity.

With these proposed revisions, DESC appears to seek to limit its liability even in instances where the Company is negligent and would actually require its customers to **indemnify** the Company. Under the proposed modifications, DESC customers would be obligated to indemnify and hold the Company harmless from any claim or loss, including attorney's fees and court costs,

<sup>1</sup> Please see attached a copy of the current version of DESC's Section V, a clean copy of DESC's proposed changes, and a redlined copy indicating DESC's proposed changes in Motion Exhibit 1.

arising out of any overhead high voltage contact where customers have actual or constructive notice of the work being performed. The proposed modifications state DESC's customers "shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any property damage, business loss or interruption, and/or personal injuries resulting from or which may be in any way caused by the operation and maintenance of the Customer's machinery, lines, equipment, apparatus and/or appliances." The proposed provisions do not distinguish between situations where there is any fault on the part of the Company and instead suggest they apply regardless of whether the Company was at fault in causing the damage or injury.

Pursuant to South Carolina Rule of Civil Procedure Rule 56, in order to be successful on a Motion for Summary Judgment, the movant must "show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." SCRCP 56. There is no issue as to any material fact regarding DESC's General Terms and Conditions detailed above.

Moreover, the limitation of liability provision DESC proposes is unenforceable as a matter of law because it is both unconscionable and against public policy. *See Gladden v. Boykin*, 402 S.C. 140, 739 S.E.2d 882 (2013). The South Carolina Supreme Court recognizes "the general principle that considerations of public policy prohibit a party from protecting himself by contract against liability for negligence in the performance of a duty of public service, or where a public duty is owed, or public interest is involved, or where public interest requires the performance of a private duty, or when the parties are not on roughly equal bargaining terms." *Pride v. S. Bell Tel. & Tel. Co.*, 244 S.C. 615, 619–20, 138 S.E.2d 155, 157 (1964). In *Pride*, an advertiser in the yellow pages of a telephone directory sued a telephone company for a mistake in the contact information

in the advertiser's listing. *Id.* at 617, 138 S.E.2d at 155. The Supreme Court described the key issue in deciding whether contractual limitation of liability between the parties was enforceable as being "whether the publication of plaintiff's advertisement, or classified ad, in the yellow pages of the telephone directory was in any way connected with defendant's public service as a telephone company." *Pride*, 244 S.C. at 620, 138 S.E.2d at 157. The Supreme Court concluded the advertisement wholly a matter of private contract. *Id.* Here, to the contrary, the revisions DESC seeks to make to Section V of its Terms and Conditions are connected directly to its public service as a state regulated electricity provider. The limitation of liability proposed is part of the General Terms and Conditions the Company has presented to the Commission for consideration and would necessarily apply to all customers who receive electric service from DESC. The only way that customers can avoid being subject to the Terms and Conditions is to discontinue their receipt of the essential public service DESC provides. The changes DESC proposes directly contravenes public policy. *See also Collins v. Virginia Power & Elec. Co.*, 168 S.E. 500, 503 (N.C. 1933) (holding an electric utility "cannot contract against its negligence when discharging its primary duty to the public. Any other holding would put the individual or corporation using and paying for its power at the mercy of the public service corporation.").

Additionally, the limitation of liability provision, for which DESC now seeks Commission approval, is unconscionable. DESC is a regulated public utility that provides a public service under the terms of state legislation that limits its exposure to other market competitors, which necessarily results in extreme inequality of bargaining power between customers and DESC. "In South Carolina, unconscionability is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Gladden*, 402 S.C. at



144, 739 S.E.2d at 884. Customers in DESC's service territory have absolutely no choice other than to receive electric service from DESC and possess unequal bargaining power. Moreover, DESC's proposed terms are oppressive. Customers receive nothing new in exchange for the expanded limits on its liability. The proposed terms seek to limit DESC's liability regardless of its own negligence and result in exposing DESC's customers to indemnification obligations. Further, the terms would apply to customers already receiving electric service who would never have an opportunity to review the terms prior to receiving service. Accordingly, applicable law necessarily dictates that DESC is prohibited, as a matter of law, from enacting or enforcing its proposed revised Section V of its General Terms and Conditions.

The Commission has authority to consider and establish the Terms and Conditions of an electrical utility as may be necessary in the operation of such utility. *See* S.C. Code Ann. Reg. 103-305. However, DESC's proposed additions to Section V of its General Terms and Conditions go far beyond what is necessary for DESC to operate its regulated services. Furthermore, DESC's proposed additions also exceed the scope of Terms and Conditions relating to liability limitations that the Commission has previously approved. The approved Terms and Conditions of the two other electric utilities under the Commission's jurisdiction that are most similar to DESC, Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC, ("DEP"), have much more limited liability provisions in their Service Regulations. For instance, according to the DEC Service Regulations on file with the Commission:

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use

or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity. (emphasis added).<sup>2</sup>

Contrary to DESC's proposed Terms and Conditions, it is clear that the Terms and Conditions currently on file for DEC do not insulate DEC from its own negligence, and that DEC seeks protection from liability with regards to damage or injury that occurs after the electricity has extended beyond the delivery point. Similarly, DEP's limitation of liability extends only to the extent the damage or injury occurs on the customer's side of the "point of delivery."<sup>3</sup> Notably, DESC's current Terms and Conditions embrace this appropriate and reasonable approach when it states:

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment. (emphasis added).<sup>4</sup>

There can be no question that the proposed changes set forth by DESC in this proceeding represent a stark departure from the reasonable approach Commission has previously reviewed and approved and differ from what both DEC and DEP received approval to implement in South Carolina.

---

<sup>2</sup> Duke Energy Carolinas, LLC, SC Service Regulations, effective 7/23/2019.

<sup>3</sup> "Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery." (emphasis added). Duke Energy Progress, LLC, SC Service Regulations, effective 6/1/2019.

<sup>4</sup> Dominion Energy South Carolina, Inc., General Terms and Conditions, last revised 5/30/2019.

From a regulatory policy perspective, DESC offers no clear explanation as to why different electric customers should be subject to widely varying terms and conditions of service, which creates the obvious risk of arbitrary and unfair treatment. Moreover, a DESC customer has no meaningful choice in the terms and conditions to which he or she is subject as a customer. DESC customers rely on the Commission to authorize and permit proposed changes to existing standards that are lawful, reasonable, and only include terms and conditions that are fair and reasonably necessary DESC to operate.<sup>5</sup>

The Company's proposed amendments to Section V of its General Terms and Conditions are prohibited as a matter of law, represent a departure from sound public policy and should be dismissed from any consideration in this proceeding. Accordingly, ORS respectfully requests that the Commission deny the Company's proposed revised Section V to its General Term and Conditions and:

1. Grant this Motion for Partial Summary Judgment to ORS on the issue of DESC's proposed amendments to its Section V of its General Terms and Conditions; and
2. Order such additional relief which the Commission may deem necessary to protect the fundamental rights of DESC customers.

[Signature Block On Next Page]

---

<sup>5</sup> The Commission's jurisdictional authority is "to supervise and regulate the rates and services of every public utility in this State and to fix just and reasonable standards, classifications, regulations, practices, and measurements of service to be furnished, imposed, or observed, and followed by every public utility in this State." S.C. Code Ann. § 58-3-140(A).



/s/Andrew M. Bateman

Andrew M. Bateman, Esquire

Christopher M. Huber, Esquire

Alexander W. Knowles, Esquire

Steven W. Hamm, Esquire

**OFFICE OF REGULATORY STAFF**

1401 Main Street, Suite 900

Columbia, South Carolina 29201

Phone: (803) 737-0823

Fax: (803) 737-0895

E-mail: [abateman@ors.sc.gov](mailto:abateman@ors.sc.gov)

E-mail: [chuber@ors.sc.gov](mailto:chuber@ors.sc.gov)

E-mail: [aknowles@ors.sc.gov](mailto:aknowles@ors.sc.gov)

E-mail: [shamm@ors.sc.gov](mailto:shamm@ors.sc.gov)

**DOMINION ENERGY SOUTH CAROLINA, INC.**

**Electric  
(Page 8 of 8)**

**V. COMPANY'S LIABILITY**

**A. General**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use, care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

**VI. MEASUREMENT OF SERVICE**

**A. Meter Testing on Request of Customer**

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

**B. Adjustments for Inaccurate Meters**

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

**VII. FORCE MAJEURE**

**A. General**

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

**DOMINION ENERGY SOUTH CAROLINA, INC.**

**Electric  
(Page 8 of 89)**

- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

**V. COMPANY'S LIABILITY**

**A. General**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's ~~premises. Premises. The Customer agrees to maintain his, her or its machinery, lines, equipment, apparatus and/or appliances in a safe condition and shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any property damage, business loss or interruption, and/or personal injuries resulting from or which may be in any way caused by the operation and maintenance of the Customer's machinery, lines, equipment, apparatus and/or appliances.~~ The Company will not be responsible for the use, care, or handling of electricity delivered to the Customer after it passes the service point, ~~and shall not be liable for any damages on account of injuries to person or property resulting in any manner from the receiving, use or application by the customer of such electrical energy.~~ The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's ~~equipment, machinery, lines, equipment, apparatus and/or appliances.~~

**B. Weather; Defects**

The Company shall not be in any way responsible or liable for damages to or for injuries sustained by the Customer or others, or to Customer's machinery, lines, equipment, apparatus, appliances, and/or other property where such injury or damage is any way caused by weather, storm, lightning or by defects in or failure of the machinery, lines, equipment, apparatus, appliances and/or other property.

**C. Overhead Contact**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the machinery, lines, equipment, apparatus, appliances, and/or other property of the Customer or others, resulting from any work or activity conducted by Customer or Customer's household member, employee, reasonably foreseeable trespasser, invitee, agent, builder, contractor, or subcontractor within ten (10) feet of any of Company's overhead lines. The Customer shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any overhead high voltage contact where the Customer has actual or constructive notice of such work or activity.

**VI. MEASUREMENT OF SERVICE**

**A. Meter Testing on Request of Customer**

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

**DOMINION ENERGY SOUTH CAROLINA, INC.**

**Electric  
(Page 8 of 9)**

an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

**V. COMPANY'S LIABILITY**

**A. General**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's Premises. The Customer agrees to maintain his, her or its machinery, lines, equipment, apparatus and/or appliances in a safe condition and shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any property damage, business loss or interruption, and/or personal injuries resulting from or which may be in any way caused by the operation and maintenance of the Customer's machinery, lines, equipment, apparatus and/or appliances. The Company will not be responsible for the use, care, or handling of electricity delivered to the Customer after it passes the service point, and shall not be liable for any damages on account of injuries to person or property resulting in any manner from the receiving, use or application by the customer of such electrical energy. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's machinery, lines, equipment, apparatus and/or appliances.

**B. Weather; Defects**

The Company shall not be in any way responsible or liable for damages to or for injuries sustained by the Customer or others, or to Customer's machinery, lines, equipment, apparatus, appliances, and/or other property where such injury or damage is any way caused by weather, storm, lightning or by defects in or failure of the machinery, lines, equipment, apparatus, appliances and/or other property.

**C. Overhead Contact**

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the machinery, lines, equipment, apparatus, appliances, and/or other property of the Customer or others, resulting from any work or activity conducted by Customer or Customer's household member, employee, reasonably foreseeable trespasser, invitee, agent, builder, contractor, or subcontractor within ten (10) feet of any of Company's overhead lines. The Customer shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any overhead high voltage contact where the Customer has actual or constructive notice of such work or activity.

**VI. MEASUREMENT OF SERVICE**

**A. Meter Testing on Request of Customer**

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

**B. Adjustments for Inaccurate Meters**

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

**VII. FORCE MAJEURE**

**A. General**

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected

Supersedes General Terms & Conditions  
For Electric Issued February 28, 2018

Effective Upon Approval by the  
Public Service Commission of South Carolina  
Pursuant to Commission Order

ELC-18-09-NIS-MEX-FY-FID-2020-20X-06-14-16-5-23-PM-SSC-SC-DOCKET# 2020-125-E-Page 12 of 14

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2020-125-E**

IN RE:     Application of Dominion Energy South Carolina,     )     **CERTIFICATE OF**  
               Incorporated for Adjustment of Rates and Charges     )     **SERVICE**

This is to certify that I, Kristy Hatem, have this date served one (1) copy of the **SOUTH CAROLINA OFFICE OF REGULATORY STAFF'S MOTION FOR PARTIAL SUMMARY JUDGEMENT REGARDING PROPOSED AMENDMENTS TO SECTION V OF DESC'S GENERAL TERMS AND CONDITIONS AND MOTION EXHIBIT 1** in the above-referenced matter to the person(s) named below by causing said copy to be electronically mailed, addressed as shown below:

Michael Anzelmo, Esquire  
 McGuireWoods, LLP  
[manzelmo@mcguirewoods.com](mailto:manzelmo@mcguirewoods.com)

K. Chad Burgess, Esquire  
 Matthew W. Gissendanner, Esquire  
 Dominion Energy Southeast Services  
[Kenneth.burgess@dominionenergy.com](mailto:Kenneth.burgess@dominionenergy.com)  
[matthew.gissendanner@dominionenergy.com](mailto:matthew.gissendanner@dominionenergy.com)

John B. Coffman, Esquire  
 Adam Protheroe, Esquire  
 S. C. Appleseed Legal Justice Center  
[john@johncoffman.net](mailto:john@johncoffman.net)  
[adam@scjustice.org](mailto:adam@scjustice.org)

Stephanie U. Easton, Esquire  
 Spilman Thomas & Battle, PLLC  
[seaton@spilmanlaw.com](mailto:seaton@spilmanlaw.com)

Scott Elliott, Esquire  
 Elliott & Elliott, P.A.  
[selliott@elliottlaw.us](mailto:selliott@elliottlaw.us)

Robert Guild, Esquire  
[bguild@mindspring.com](mailto:bguild@mindspring.com)

Roger P. Hall, Esquire  
 Carri Grube-Lybarker, Esquire  
 Connor J. Parker, Esquire  
 S. C. Department of Consumer Affairs  
[rhall@scconsumer.gov](mailto:rhall@scconsumer.gov)  
[clybarker@scconsumer.gov](mailto:clybarker@scconsumer.gov)  
[cjparker@scconsumer.gov](mailto:cjparker@scconsumer.gov)

Dorothy E. Jaffe, Esquire  
 Sierra Club  
[dori.jaffe@sierraclub.org](mailto:dori.jaffe@sierraclub.org)

Frank Knapp, Jr.  
[fknapp@knappagency.com](mailto:fknapp@knappagency.com)

Katherine Nicole Lee, Esquire  
 Southern Environmental Law Center  
[klee@selcsc.org](mailto:klee@selcsc.org)

Kathryn S. Mansfield, Esquire  
 Womble Bond Dickinson (US) LLP  
[kathryn.mansfield@wbd-us.com](mailto:kathryn.mansfield@wbd-us.com)

Emily W. Medlyn, Esquire  
U.S. Army Legal Services Agency –  
Regulatory Law  
[emily.w.medlyn.civ@mail.mil](mailto:emily.w.medlyn.civ@mail.mil)

Alexander G. Shissias, Esquire  
The Shissias Law Firm, LLC  
[alex@shissiaslawfirm.com](mailto:alex@shissiaslawfirm.com)

Derrick Price Williamson, Esquire  
Spillman Thomas & Battle, PLLC  
[dwilliamson@spilmanlaw.com](mailto:dwilliamson@spilmanlaw.com)

Mitchell M. Willoughby, Esquire  
Willoughby & Hoefer, P.A.  
[mwilloughby@willoughbyhoefer.com](mailto:mwilloughby@willoughbyhoefer.com)

Belton T. Zeigler, Esquire  
Womble Bond Dickinson (US) LLP  
[belton.zeigler@wbd-us.com](mailto:belton.zeigler@wbd-us.com)

  
Kristy Hatem

November 16, 2020  
Columbia, South Carolina.